

License for Website Use of Art

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General Information

License for Website Use of Art

This License for Website Use of Art is between an artist and a website owner who desires to display artist's work on a website. This license grants the website owner the non-exclusive worldwide license to display the artwork on the site and specifically sets out the credit the artist will receive. It also sets forth the term of the license and the artist's fee for display of the artwork.

It is imperative that this type of business arrangement be explicitly set out in writing. A well-written License for Website Use of Art will be invaluable in the event there are disagreements or misunderstandings as to the display of an artist's work on a website.

Instructions and Checklist

License for Website Use of Art

- Both parties must read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- Read the compensation provision carefully and review the royalty or income structure carefully. If the commission structure is ambiguous, describe it in detail and include examples to remove as much ambiguity as possible.
- Both artist and website owner must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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LICENSE FOR WEBSITE USE OF ART

This **AGREEMENT** (“Agreement”) is made as of _____ (the “Effective Date”) between _____ whose address is _____ (“Artist”) and _____ whose address is _____ (“Website Owner”).

In consideration of the foregoing premises and the mutual covenants set forth in this Agreement and other valuable considerations, the parties agree as follows:

1. GRANT OF LICENSE

- a. Artist hereby grants Website Owner a non-exclusive worldwide license to use the Art described as _____ and hereafter referred to as “the Art” on Website Owner’s website(s). This license allows Website Owner to make suitable graphics like formats for placement on the site and such graphic depictions of the Art may be used on the site.
- b. This license does not allow Website Owner to grant any sub-licenses of any kind with respect to the Art. Upon execution of this Agreement Artist shall deliver to Website Owner hard copies of such Art. Artist shall also provide access to original work of the Art in order to assist Website Owner in the creation of graphical depiction for placement on the site. The license does not permit Website Owner to modify the Art in any way except into graphic formats as needed to be published on the site.

2. CREDIT FOR USE OF ART

- a. Artist is entitled to and shall receive credit in no smaller than (8) point type in any and all materials, print or digital, in which full production and ownership rights and credits are given. Advertisements shall be exempt from this requirement. The credit shall read substantially as: Original artwork by Artist or as deemed appropriate by the Artist and Website Owner.
- b. Website Owner shall use reasonable efforts to ensure compliance with the crediting provision described above. However, failure to properly credit Artist shall not be considered a material breach of this Agreement provided the Website Owner did not willfully attempt to avoid giving proper credit for personal gain.

3. TERM AND TERMINATION

- a. This Agreement shall begin and be in full effect from the “effective date” and shall remain in full force and effect for the life of the copyright in the Art, unless terminated by any provision of this Agreement.
- b. Both Artist and the Website Owner shall be entitled to terminate this Agreement for any reason with 30 days prior written notice stating the intent to terminate with the date of the termination.
- c. In any event if this Agreement is terminated for any reason, Website Owner shall immediately, on the date of effect of the termination, cease the use of any and all materials covered under this Agreement.
- d. Upon the effective date of the termination of this Agreement, all rights and interests

in the Art granted herein to the Website Owner shall revert to the Artist. Also upon the date of the termination of this Agreement, Website Owner shall destroy and/or render useless and unusable all physical and digital copies of the Art covered under this Agreement in its possession.

4. PAYMENTS

- a. Website Owner shall pay to the Artist, a (royalty or income) of (30% of the gross sales from the license issued) *or* (as per each case).
- b. If it is determined that any (royalty payment or income) has been deficient, the Website Owner shall have (____ business days) to pay Artist the deficient amount. Failure to pay deficient amounts within the time allotted above shall be considered a material breach of this Agreement.
- c. In the event that this Agreement is terminated (due to _____), Website Owner shall remain obligated to pay any (royalties) that become due to the Artist.

5. GENERAL REPRESENTATIONS & WARRANTIES

- a. Artist and Website Owner both represent and warrant that they are the sole and exclusive owners of the copyrights applied to Art in this Agreement and they own all right, title and interest in the same Art.
- b. Artist and Website Owner both represent and warrant that they have the legal authority to grant permission through this Agreement to any and all persons or business's the rights herein contained, in this Agreement.
- c. Website Owner is not authorized, to grant permission to assign any rights, duties or obligations conveyed to them under this Agreement. No part of this Agreement is permitted to be transferred or conveyed to any additional person or entity for any reason.
- d. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

6. INDEMNIFICATION.

- a. Artist agrees to indemnify, defend, and hold harmless the Website Owner for any claims, suits, damages, actions, or other costs arising out of any breach of Artist's warranties as set forth in Section 5 above.
- b. Website Owner agrees to indemnify the Artist in instances of breach or any unauthorized use of this Agreement, by way of damages as deemed fit by determining the degree of loss endured by the Artist.

7. GOVERNING LAW AND FORUM.

This Agreement shall be construed to be in accord with and governed in all respects by, the laws of the State of _____ and (international treaties). The courts of (respective state), shall have exclusive jurisdiction over any claims, motions, or disputes arising from or relating to this Agreement, including validity, enforceability, or existence thereof.

8. ENTIRE LICENSE AGREEMENT

This Agreement constitutes the entire Agreement between (name of the artist/organization), the Artist and the below named person(s) or entity, the Website Owner and supersedes any prior understanding, representation or Agreement of any kind preceding the effective date of this Agreement. There are no other promises, conditions, understandings, other Agreements, regardless if they are oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and become effective and in full force on the effective date:

Artist

Website Owner

Signature
Name: _____
Title: _____

Signature
Name: _____
Title: _____